

REQUEST FOR BID (RFB)
FOR
QUAD AXLE REAR DRIVE TRUCK-73,000 GVW

Issued by:

Adams County
Highway Department

**All required bid documents/copies must be submitted
No later than 11:00 AM 8/2/2021 to:**

**Adams County Highway Department
1342 CTH F
Adams WI 53910**

LATE BIDS WILL BE REJECTED
There will be a public opening for this Bid
1342 CTH F
Adams WI 53910

For further information regarding this
RFB contact Gary Otto
At (608) 339-3355
Email: gary.otto@co.adams.wi.us

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1. GENERAL INFORMATION AND SCOPE

The County of Adams Wisconsin (County), through its Highway Department, requests bids to establish contracts for the purchase of a quad axle rear drive truck.

The attached Standard Terms and Conditions shall govern this bid unless specifically modified in these bid documents. Conditions of bid that include the word "must" or "shall," describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification or condition of bid, Adams County reserves the right to delete that specification or condition of bid. Failure to meet specification requirements may disqualify your bid. Vendors may not submit their own contract document as a substitute for these terms and conditions.

Retain a copy of these Bid documents for your files. Should you receive an award, these Bid documents become your contract terms and conditions.

Definitions: The following definitions are used throughout the RFB documents:

Bidder/Vendor means a company or individual submitting a bid response to this RFB

Contractor means bidder awarded the contract

County means the County of Adams Wisconsin

RFB means Request for Bid

State means the State of Wisconsin

2. CONTRACT TERM

For the unit specified.

3. QUESTIONS

If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB they shall notify the Adams County Highway Commissioner named below of such error and request a modification or clarification.

Any communications or questions regarding the specifications, or special conditions of bid should be written and submitted to Purchasing as soon as possible, but no later than **7/29/2021**.

Purchasing will respond to questions if necessary by issuing an official addendum, posted on the Adams County Website. Bidders are responsible for checking these websites for any addenda before submitting a bid. Failure to acknowledge addenda may disqualify your bid.

<http://www.co.adams.wi.us/>

Submit questions in writing via email to:

Patrick Kotlowski, Highway Commissioner, e-mail: pkotlowski@co.adams.wi.us

Phone: 608-339-3355

4. METHOD OF BID

Bidder must submit a unit price for each item. All prices must be quoted in U.S. Dollars. Bidder must bid on the enclosed Bid Offer Form.

5. BID SUBMISSION

Bidders must submit **an original** including all required materials for acceptance of their bid by the date and time listed on the Bid Cover Sheet. Any bids received after that time and date will be rejected. Receipt of a bid by the US mail system does not constitute receipt of a bid by Adams County, for purposes of this RFB. Also refer to the Bid Response Requirements.

Faxed and e-mailed bids are not accepted. Bids must be forwarded to:

Adams County Highway Department
1342 CTH F
Adams WI 53910

All bids are to be packaged, sealed, and show the following information on the **outside of the package**:

- Vendor's Name and Address
- Request for Bid Title
- Bid Due Date

6. BID RESPONSE REQUIREMENTS

In order for your bid to be considered, the following information must be provided by the due date and time listed on the bid cover page. Include an original and a copy:

- 6.1 Addendum Cover (Signature) Page(s), if applicable to this bid request
- 6.2 Signature and Authority Affidavit Form, Attachment A
- 6.3 Bid Offer Form, Attachment B

The Signature and Authority Affidavit submitted in response to this RFB must be signed by the person in the Contractor's organization who is responsible for the decision as to the prices being offered in the Bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submission may disqualify your bid. The County encourages all bidders to print their submission double-sided to save paper

7. METHOD OF AWARD

Award(s) shall be made on the basis of the lowest and most advantageous net unit price per item from a responsive, responsible bidder who meets specifications. Location may also be considered.

8. CONTRACT SPECIFICATIONS AND QUANTITIES

The equipment shall meet the requirements of this spec document.

9. FIRM PRICES

Awarded Contractors may not increase pricing for the entire contract period. Awarded Contractors may lower pricing at any time due to general market conditions. Notices of price reductions shall be sent to Patrick Kotlowski, Highway Commissioner, pkotlowski@co.adams.wi.us. The County will review any adjustment of costs in the event of a contract extension period. The County shall make efforts to mail or email notices to awarded Contractors of any price modifications within 2 working days for items with multiple awards.

10. INVOICING REQUIREMENTS

The County's terms are to pay or reject invoices within 30 days of receipt. Before payment is made, it also must verify that all invoiced charges are correct as per this contract. Only properly submitted invoices shall be officially received for payment. Thus, your prompt payment requires that your invoices be clear and complete in conformity with the instructions below.

All invoices must be itemized showing:

Vendor Name

Date & Location of Pickup

11. CONTRACT CANCELLATION

This Contract may be terminated by either party under the following conditions:

11.1 The County may terminate the contract at any time at its sole discretion by delivering 10 days written notice to the contractor.

11.2 If at any time the contractor's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the Contract without notice.

12. APPEALS PROCESS

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or Adams County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Patrick Kotlowski, Highway Commissioner, Adams County Wisconsin, 1342 CTH F, Adams, WI 53910, and received in his office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Highway Commissioner may be appealed to the Corporation Counsel Office within (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or an Adams County Ordinance provision.

13. TITLES

Titles shall be in the name of ADAMS COUNTY GOVERNMENT HIGHWAY.

ATTACHMENT A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

BIDDING COMPANY NAME:

FEIN (Federal Employer ID Number) OR Social Security # (if Sole Proprietorship)

Address:

City State Zip + 4

Number of years in Business _____

Name the person to contact for questions concerning this bid.

Name Title
Phone _____ Toll Free Phone _____
Fax _____ Email Address _____

In signing this bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarize themselves with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the specifications relating to this Bid.

I further certify that I have carefully examined the bid documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)
Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

ATTACHMENT B BID OFFER FORM QUAD AXLE REAR DRIVE TRUCK-73,000 GVW

Vendor Name: _____ **Vendor Address:** _____

Description	COMPLY	
	YES	NO
QUAD AXLE REAR DRIVE TRUCK-73,000 GVW		
1) Cab Type: 2023 Model Conventional (Aluminum Preferred)		
2) Load Rating: 73,000 GVW		
3) Wheelbase: Around 245 inches		
4) Cab to trunnion: 180 inches		
5)Front axle:23,000 lbl-beamw/heavy duty power steering-set back axle multi-leaf Shackle type springs with shocks		
6) Steerable Pusher Axles: 2- Hendrickson EX13 Comp 13500 lbs. each 51in. spacing between axles-air lift		
7) Rear Axle: 4.56 Ratio Tandem,46,000 lbs. with lube pump, driver controlled locking(forward and rear)		
Hendrickson HMX460-54 walking beam type: 54inch axle spacing 10.5" ride height		
8) Brake Type: Air		
a)16CFM minimum capacity Wabco type Saver 1200 heated air dryer with aluminum air tanks, steel straps not to interfere with dump box or underbody and mounts and with trailer package.		
b)Front: 16.5" x 7" Heavy Duty S-Cam		
c) Pusher:15"x4" Heavy Duty S-Cam		
d) Rear: 16.5"x 8" Heavy Duty S-Cam		
e) Haldex Auto Slacks		
9) Rims/Tires:		
All Rims Aluminum Level 1 Polish		
a) Fronts: 4.25/65R22.5 20 ply radial Mich.XYZ-3		
b) Pushers: 255/70R22.5 16 ply radial Mich.XZE		
c) Rears: 11R22.5 16 ply XDN2		
10) Frame Type: Heat Treated Alloy Steel		
a)110,000 PSI Minimum Yield Strength		
b) 24" front frame extension		
c) Inner frame reinforcement at front suspension		
11) Engine: Diesel: Minimum 430hp Minimum 1650 lb-ft torque (Cummins preferred)		
a) Engine brake		
b) Rust proof oil pan		
c) Single turbo		
d) Emissions to be vertical behind right side cab with curved short top stack		
d) Maximum available radiator,extended life antifreeze auto fan control with manual dash switch and light		
e) Engine block heater: 1000 watt		

12) Transmission:Allison 4500 RDS auto with PTO provision		
a) Allison vocational package 223 ratings for on-off highway application		
b) Low gear start 1 high gear 6		
c)1800 rpm primary mode shift speed-2600 rpm maximum pto speed		
d) Gauge : dash mounted temp and/or warning light		
e) Front pto drive		
13) Electrical Requirements:		
a) Minimum 200 amp alternator-3-1000cca group 31 stud sealed batteries to be mounted under cab not to interfere with underbody or mounts		
b) Bodybuilder wire harness		
c) Top of cab switched and pre wired for beacon mounting light bar with roof reinforcement		
d) Minimum six rocker switches in dash with indicator lights; five wire to chassis back of cab and marked		
e) Marker light integral with headlight switch and dual connectors and switch for customer supplied snow plow lights mounted on hood (hood prewired)		
14) Cab Interior:		
a) Deluxe; all interior sheet metal covered gray in color		
b) Gauges; fuel,oil,temp,rear end temps,tach,speedo,odometer with trip meter,engine hour meter		
c) Controls; cruise,intermittent wipers,electric windows,self cancelling turn signals		
d) Tinted windows, winter package cab insulation,sun visors,lighter outlet.two power aux outlets,am/fm radio with bluetooth,c-b accommodations, air horn		
e) a/c with integrated heater/defrost control with snow shield		
f) Drivers seat;Black covered,air suspension,highback, lumbar support,isolated,lower cushion adjustable		
g) Passenger seat; Black covered non-suspension,cloth,folding back		
h) Tilt/telescoping steering column 18" leather wrapped wheel		
15) Cab Exterior:		
a) Color; highway orange with hood center flat black		
b) Air ride cab with full grab handles each side-cab - cab colored visor		
c) 2-stainless steel heated powered west coast style with heated convex mirrors		
d) Stationary grill with bug screen		
e) Tinted rear window		
f) Added hood and firewall heat insulation		
16)Fuel Tank/Def Tank		
a) No less than 80 gal.aluminum tank with stainless straps mounted under drivers door with steps not to extend past cab- Heated fuel-water separator filter mounted under hood		

b) Minimum 6 gal.DEF tank mounted directly behind fuel tank		
17) Front bumper:14 inch painted black steel		
18) Warranty: Minimum 5 year-300,000 bumper to bumper including: Engine,Transmission,Driveline,Emissions and Electrical- Bidder must prove in writing. All bearings and gear lubes must be synthetic to extend warranties.		
If this warranty isn't possible bidder must meet with us to discuss options before bid placement Bidder is responsible for pickup and return of truck for warranty work towed or driven		
19) Manuals:Operator,Service,Maintenance,Rebuild,Parts and Software shall be furnished by vendor		
20) All diagnostic software for laptop PC for all ECM's on vehicle responsible of bidder. If OEM software for a laptop is not available an aftermarket software or reader is acceptable with prior approval. Dash diagnostics on any system not allowed		
21)Schooling: OEM training(including tuition and lodging) for two mechanics on truck systems furnished by bidder, If OEM training not available bidder is responsible to indicate what training is available		
22) Bidder shall state a delivery date (Adams County reserves the right to assess damages for late delivery of \$100.00 per day after delivery date)		
Contact: Gary Otto,Maintenance Superintendent		
Phone: 608-339-3355		
Deliver To: Adams County Highway Department		
1342 County Road F		
Adams,Wi. 53910		

DELIVERY Complete delivery of above unit FOB in accordance with specifications to be made no later than the date indicated in accepted bid to Adams County Highway Department, 1342 County Rd. F, Adams, WI 53910.
 The Adams County Highway Department reserves the right to reject any or all bids or parts thereof, to waive any minor informalities in any bid submitted, and to make such award as deemed most advantageous to Adams County.
 An original of all required forms are included in the submittal? Yes_____ No_____
 Adams County is exempt from Federal Excise and Wisconsin Sales Taxes, 77.54(9a). WI Stats.
 Adams County's CES number is ES 41732.

ATTACHMENT C

STANDARD TERMS AND CONDITIONS

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.

- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
 - 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and re-let upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.

 - 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Adams County Highway Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.

- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such a statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.

- 5.0 QUANTITIES:** The quantities are on a as needed basis, no quantity amount is guaranteed.

- 6.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.
- 9.0 ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Adams County, County Manager/Administrative Coordinator. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the County.
- 16.0 NON EXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the County.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Adams County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as

otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.

25.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

26.0 ADVERTISING AND NEWS RELEASES: Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization of the County.

27.0 HOLD HARMLESS: The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

28.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

29.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.